

Item No.	Schedule of Supplies & Services	Quantity	Unit	Unit Price	Amount
	Instruments & Accessories (Southern Power Plants) NOTE: One complete set of instruments and accessories should be packed individually in a wooden box, marked clearly the name of the power plant, and delivered to each one of the six Southern IRAQ Power Plants identified in Packaging - Marking Section below. Instructions to Bidders: Bidders required to submit technical datasheets specifying manufacturer's name, model, part number, ...ect. for all items. Alternative models are NOT acceptable				
0001	Mitutoyo Electronic Battery-Powered Caliper with Certificate of Calibration, Range 0-100 mm , Mitutoyo # 500-195	6	EA		
0002	Mitutoyo Electronic Battery-Powered Caliper with Certificate of Calibration, Range 0-150 mm , Mitutoyo # 500-196	6	EA		
0003	Mitutoyo Electronic Battery-Powered Caliper with Certificate of Calibration, Range 0-200 mm , Mitutoyo # 500-197	6	EA		
0004	Mitutoyo Electronic Battery-Powered Caliper with Certificate of Calibration, Range 0-300 mm , Mitutoyo # 500-193	6	EA		
0005	Mitutoyo Electronic Battery-Powered Caliper with SPC Data Output and Deep Jaw, Range 0-600 mm , Mitutoyo # 550-225-10	6	EA		
0006	Caliper Accessory Kit, McMaster-Carr # 20095A31	6	EA		
0007	Caliper Calibration Master, McMaster-Carr # 2415A36	6	EA		
0008	Mitutoyo Tool Set with Friction-Thimble Micrometer, Mitutoyo # 950-940-9	6	EA		
0009	Mitutoyo Electronic Outside Micrometer, IP-54 rated water resistant housing, Range 0-25 mm, Mitutoyo # 293-369	6	EA		
0010	Mitutoyo Electronic Outside Micrometer, IP-54 rated water resistant housing, Range 25-50 mm, Mitutoyo # 293-370	6	EA		
0011	Mitutoyo Electronic Outside Micrometer, IP-54 rated water resistant housing, Range 50-75 mm, Mitutoyo # 293-371	6	EA		
0012	Micrometer Check Gauge with Certificate of Calibration, McMaster-Carr # 8564A12	6	EA		
0013	Mitutoyo Electronic Pocket Thickness Gauge, Range 0-12 mm, Mitutoyo # 700-118	6	EA		
0014	Mitutoyo Electronic Pocket Thickness Gauge, Range 0-25 mm, Mitutoyo # 700-122	6	EA		
0015	Mitutoyo Electronic Thickness Gauge with SPC Data Output, Range 0-11.93 mm, Flat Spindle Face, Mitutoyo # 547-500	6	EA		

0016	Mitutoyo Electronic Thickness Gauge with SPC Data Output, Range 0-11.93 mm, Blade Spindle Face, Mitutoyo # 547-516	6	EA		
0017	Mitutoyo Electronic Thickness Gauge with SPC Data Output, Range 0-9.9 mm, Pipe Spindle Face, Mitutoyo # 547-561	6	EA		
0018	Mitutoyo Electronic Thickness Gauge with SPC Data Output, Range 0-11.93 mm, Flat Spindle Face, Mitutoyo # 547-520, Deep-Throat style	6	EA		
0019	Mitutoyo Electronic Indicator, IP-53 rated water resistant housing, 2.38 inch Dial Diameter, Range 0-12.7 mm, ¼ inch Lug Back Style, Mitutoyo # 543-696	6	EA		
0020	Mitutoyo Electronic Indicator, IP-53 rated water resistant housing, 2.38 inch Dial Diameter, Range 0-12.7 mm, Flat Back Style, Mitutoyo # 543-696B	6	EA		
0021	Mitutoyo Electronic Indicator, 2.38 inch Dial Diameter with preset capability, Range 0-12.7 mm, ¼ inch Lug Back Style, Mitutoyo # 543-252	6	EA		
0022	Mitutoyo Electronic Indicator, 2.38 inch Dial Diameter with preset capability, Range 0-12.7 mm, Flat Back Style, Mitutoyo # 543-252B	6	EA		
0023	Mitutoyo Electronic Indicator, 2.38 inch Dial Diameter with preset capability, Range 0-25.4 mm, Flat Back Style, Mitutoyo # 543-452B	6	EA		
0024	Mitutoyo Back Plunger Type Dial Indicator, 0-2.6 mm range, 0-260 Dial Reading, Mitutoyo # 1158	6	EA		
0025	Mitutoyo Back Plunger Type Dial Indicator, 0-2.6 mm range, 130-0-130 Dial Reading, Mitutoyo # 1159	6	EA		
0026	Mitutoyo Back Plunger Type Dial Indicator, 0-0.5 mm range, 50-0-50 Dial Reading, Mitutoyo # 1960	6	EA		
0027	Mitutoyo Back Plunger Type Dial Indicator, 0-5 mm range, 0-100 Dial Reading, Mitutoyo # 1160	6	EA		
0028	Accessories for Mitutoyo Dial Indicators: (1) Upright rod, Length 4.52", .472" Diameter, Mitutoyo # 125341. (2) Square holder .472" x .472", Mitutoyo # 125342. (3) Hole attachment with .157" Diameter Point, Mitutoyo # 900933. (4) "C" Clamp, Capacity 1.33", Mitutoyo # 900934. (5) Universal clamp, Mitutoyo # 900935. (6) Universal Magnetic Stand, Mitutoyo # 7019. (7) Universal Magnetic Flexi-Stand, Mitutoyo # 7012. (8) ¼ inch Lug Back, Mitutoyo # 02ACB430. (9) ¼ inch Lug Back, Mitutoyo # 101306. (10) Spindle Lifting Cable, Mitutoyo # 540774.	6	ST		
0029	Mitutoyo Electronic Sliding Scale, 0-450 mm range, Mitutoyo # 572-234	6	EA		
0030	Mitutoyo Gauge Block Grade Set, Grade 2 metric with 10 blocks, Mitutoyo # 516-103-22	6	EA		
	COST, INSURANCE, AND FREIGHT (CIF) BAGHDAD				

SPECIAL INSTRUCTIONS FOR OFFERORS

This procurement is designated as an **Iraqi Business Set-Aside**. This procurement is reserved exclusively for award to an Iraqi business. Only Iraqi owned businesses may participate in this solicitation.

Note: Solicitation Terms and Conditions, Paragraph 1.d. below. Offerors shall submit technical information, e.g. Manufacturer's Name, Model Number, Data Sheets, Drawings, Catalog Cut Sheets, performance specifications, etc in sufficient detail to evaluate compliance with the requirements in the solicitation.

Submit all offers under this solicitation in \$ US Dollars. The CPA reserves the right to remove from competition any offer not provided in \$US Dollars.

IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this Solicitation shall reference the Solicitation number.

Packaging – Marking**Packing/Marking Instructions:**

1. All shipments *shall* be marked **"Iraq Reconstruction Program" and "Shipment in transit for Humanitarian Purposes"**
2. The contract no. DABV01-04-M- shall be clearly and visibly printed on each package, bundle, pallet, and container.

NOTE: One complete set of instruments and accessories should be packed individually in a wooden box, marked clearly the name of the power plant, and delivered to each one of the six Southern IRAQ Power Plants:

- Hartha Thermal Power Plant
- Najibiyah Thermal Power Plant
- Nasiriyah Thermal Power Plant
- Shuaibah CTG Power Plant
- Khor Al-Zubayr CTG Power Plant
- PTCH CTG Power Plant.

Customs Levy Exemption. The contractor shall prepare the Reconstruction Levy Exemption Form at the Logistics Tab on www.Rebuilding-Iraq.net for any shipments of materiel or equipment imported into Iraq in performance of this Task Order. The completed form must accompany each shipment into Iraq and a copy emailed to pmo-sloc@baghdadforum.com

Delivery

Delivery Date: 30 days After Date of Award Document

If you cannot meet the requested delivery date, please provide earliest delivery possible.

Terms of Sale:**Contract Administration****Payment:**

Payment shall be made via a bank to bank transfer within 30 days after receipt of goods and a proper invoice.

Invoicing:

Submit invoices via email. See paragraph #18 for additional invoicing instructions.

If the vendor requests a wire transfer the following information from the vendor's bank applies. If the bank is not located in the U.S., a corresponding U.S. bank is required so that payment can be routed via the New York Federal Reserve to the US corresponding bank and then to the bank in the country that is requested. The bank information should include a SWFT code for the final destination bank and the US corresponding bank, the name of the account holder and the account number for the final destination bank. If the vendor's bank is a U.S. bank, only the U.S. bank SWFT code, the account name and the account number are needed.

**CONTRACT AND GRANT PROCEDURES
APPLICABLE TO VESTED AND SEIZED IRAQI PROPERTY AND
DEVELOPMENT FUND FOR IRAQ**

**Standard Terms and Conditions for Solicitations and Contracts in Excess of \$5,000
Solicitation Terms and Conditions**

1. Submission of Offers. The contractor will submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in the solicitation. Offers may be submitted on letterhead stationery or as otherwise specified in the solicitation. At a minimum, offers must show:

- a. The solicitation number.
- b. The time specified in the solicitation for receipt of offers.
- c. The name, address, and telephone number of the offeror.
- d. A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
- e. Terms of any express warranty.
- f. Price and any discount terms.
- g. Payment address (if different from mailing address)
- h. Acknowledgment of solicitation amendments (if any)
- i. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers, and other relevant information)
- j. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

2. Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

3. Product Samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense, and returned at the sender's request and expense, unless they are destroyed by preaward testing.

4. Multiple Offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

5. Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

a. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Contracting Officer designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 1630 hours, local time, for the designated contracting office on the date that offers or revisions are due.

b. Any offer, modification, revision, or withdrawal of an offer received at the contracting office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and

1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the contracting office not later than 1700 hours one working day prior to the date specified for receipt of offers, or

2) there is acceptable evidence to establish it was received at the location designated for the receipt of offers and was under government control prior to the time set for receipt of offers, or

3) if the solicitation was a request for proposals, it was the only proposal received.

c. However, a late modification of an otherwise successful offer that makes the offer's terms more favorable to the contracting organization issuing the solicitation will be considered at any time it is received and may be accepted.

d. Acceptable evidence to establish the time of receipt at the contracting office includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of contracting office personnel.

e. If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the contracting office designated for receipt of offers by the exact time specified in the solicitation, and urgent requirements preclude amendment of the solicitation or other notice of the extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume.

f. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

6. **Contract Award.** The Contracting Officer intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Contracting Officer reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Contracting Officer may reject any or all offers if such action is in the public interest; accept other than the lowest-priced offer; and waive informalities and minor irregularities in offers received.

7. **Multiple Awards.** The Contracting Officer may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the schedule, offers may not be submitted for quantities less than those specified. The Contracting Officer reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

8. **Evaluation.** The Contracting Officer will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the contracting activity, price and other factors considered. The following factors shall be used to evaluate offers.

9. **Options.** The Contracting Officer will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Contracting Officer may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Contracting Officer to exercise the option(s).

10. **Notice of Award.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance of the offer, shall result in a binding contract without further action by either party. Before the offer's scheduled expiration time, the Contracting Officer may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

11. **Protests.** A contractor wishing to object to the terms of a solicitation, the termination of a solicitation, the award of a contract, or the termination of the award of a contract, shall present the matter to the Contracting Officer for an initial decision. The contractor shall state to the Contracting Officer the basis for the protest. If the contractor does not agree with the Contracting Officer's initial decision, the Contractor may appeal the initial decision to the Head of Contracting Activity, CPA, for resolution. The decision of the Head of Contracting Activity, CPA, shall be the final decision in the matter.

12. Reserved

Contract Terms and Conditions

13. **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Contracting Officer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Contracting Officer may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Contracting Officer must exercise the post-acceptance rights:

- a. Within a reasonable time after the defect was discovered or should have been discovered, and
- b. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

14. **Assignment.** The Contractor shall not assign, transfer, or make any other disposition of this Contract, or any part thereof, without the prior written consent of the Contracting Officer.

15. **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

16. **Disputes.** This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S. Code, Sections 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the United States Federal Acquisition Regulation Clause 52.233-1, Disputes, which is incorporated herein by reference except that appeals from final decisions of a Contracting Officer may only be appealed to the U.S. Armed Services Board of Contract Appeals (ASBCA). The decision of the ASBCA shall be final. The contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

17. **Excusable Delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Governmental activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

18. **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice if authorized) to the address designated in the contract to receive invoices. The invoice must include:

- a. Name and address of the Contractor.
- b. Invoice date and number.

- c. Contract number, contract line item number, and, if applicable, the order number.
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered.
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on a bill of lading.
- f. Terms of any discount for prompt payment offered.
- g. Name, title, and phone number of person to notify in event of defective notice.

19. Patent Indemnity. The Contractor shall indemnify the Government agency involved in this contract and its officers, employees, and agents against liability, including costs, for actual or alleged direct or indirect contributory infringement of, or inducement to infringe, any patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

20. Payment. Payment shall be made for items accepted by the Contracting Officer that have been delivered to the delivery destinations set forth in this contract. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronics fund transfer payment is made.

21. Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pay to the Contracting Officer upon:

- a. Delivery of the supplies to a carrier, if transportation is f.o.b. origin.
- b. Delivery of the supplies to the Contracting Officer or a representative at a destination specified in the contract, if transportation is f.o.b. destination.

22. Taxes. The contract price includes all applicable taxes and duties.

23. Termination for Convenience. The Contracting Officer reserves the right to terminate this contract, or any part hereof, for the sole convenience of the Government activity. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using its standard record keeping system, have resulted from the termination. The Contracting Officer, upon reasonable advanced notice, may inspect the financial records relating to this Contract including the amounts paid to subcontractors and the locations where any portion of the Contractor's performance occurs. The Contracting Officer may review the Contractor's financial statements upon request.

24. Termination for Cause. The Contracting Officer may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Contracting Officer, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government agency shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable for any and all rights and remedies provided by law. If it is determined that the Contracting Officer improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

25. Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government agency upon acceptance, regardless of when or where the Government agency takes physical possession.

26. Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

27. Immunities. Except as provided in this contract, the Government of Iraq or its agents, including the CPA or other governmental agencies, have not waived any of their privileges or immunities.

28. Legal Status. The Contractor is an independent contractor. The Contractor's employees will not be considered government employees for any purpose. The Contractor is solely responsible for compensation agreements with employees.

29. Contractor's Responsibility for Employees. The Contractor is responsible for the professional and technical competence of its employees and will select reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. The Contracting Officer may require that the Contractor remove from the job employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

30. Subcontracting. Except as authorized in this contract, the Contractor may not subcontract any portion of the performance of this Contract to another without the prior written consent of the Contracting Officer. The terms of any subcontract will be subject to and conform with the provisions of this Contract.

31. Indemnification. The Contractor shall defend, indemnify, and hold harmless all government entities involved in this contract, together with the entities' officers, agents, and employees from and against all suits, claims, or liabilities of any kind

arising out of acts or omissions of the Contractor, its employees, or the Contractor's subcontractors.

32. Insurance. The Contractor represents and warrants that it shall maintain appropriate insurance including general commercial liability and workers compensation coverage in an adequate amount to cover third parties claims arising from or in connection with this Contract. Upon request, the Contractor will provide satisfactory evidence of the insurance required under this article.

33. Use of Names and Symbols. Except as required by this Contract, the Contractor will not advertise or otherwise makes public the fact that it is a contractor to the governmental entity in this Contract, nor will the Contractor use the name or emblem of the governmental entity for commercial purposes.

34. Limitation of Liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the governmental entity for consequential damages resulting from any defect or deficiencies in accepted items.

35. Inconsistency between English Version and Translation of Contract. In the event of inconsistency between any terms of this contract and any transaction into another language, the English language meaning shall control.

36. Correspondence in English. The Contractor shall ensure that all contract correspondence that is addressed to the governmental entity awarding this contract is submitted in English or with an English translation.

37. Conflicts of Interest. The Contractor warrants that no governmental official has received or will be offered by the Contractor any direct or indirect benefit in connection with or arising from the award of this contract. The Contractor agrees that any breach of this provision is a breach of an essential term of this Contract.

38. Order of Precedence (except for Construction Contracts). Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The schedule of supplies/services.
- b. The Assignments, Disputes, Payments, Invoice, Other Compliances clauses of this contract.
- c. Addenda to this solicitation or contract, including any license agreements for computer software.
- d. Solicitation provisions (if this is a solicitation)
- e. The other standard clauses in this contract.
- f. Other documents, exhibits, and attachments.
- g. The specification (the narrative description of the work)

39. Other Compliances. The Contractor shall comply with all applicable laws, rules, and regulations applicable to its performance under this contract.

40. Source of Funds. The obligation under this contract is made with Iraqi Funds, as defined in CPA Memorandum Number 4, dated 19 August 2003. No funds, appropriated or other, of any Coalition country are or will be obligated under this contract.

41. Option to Extend the Term of the Contract.

- a. The governmental entity awarding this contract may extend the term of this contract by written notice to the Contractor within _____ days (insert number of days) prior to the end of the term of the contract, or the end of any option period previously exercised under the contract; provided that the Government entity gives the Contractor a preliminary written notice of its intent to extend at least _____ (insert number of days) before the contract period (including option periods exercised) expires. The preliminary notice does not commit the governmental entity to an extension. If the Government exercises this option, the extended contract shall be considered to include this clause.
- b. _____ At the end of the contract period, or at the end of the final option period under this contract, whichever is later, if the governmental entity requires continued performance of services within the limits and at the rates specified in the contract, the governmental entity may extend the period of performance under this contract for an additional period not to exceed six months, by giving written notice to the Contractor at least _____ days before the end of the contract period or the end of the final option period exercised, whichever is later.

42. Liquidated Damages.

- a. If the Contractor fails to perform within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the governmental entity liquidated damages of \$ _____ per calendar day of delay.
- b. If the governmental entity terminates this contract in whole or in part under the Termination for Cause clause, the Contractor is liable for liquidated damages accruing until the governmental entity reasonably obtains similar delivery or performance. These liquidated damages are in addition to excess costs of repurchase under the Termination for Cause clause.
- c. The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Excusable Delay clause.

43-54 Reserved.

55. Alternate Disputes Resolution. The parties to this contract agree that swift, inexpensive and amicable resolution of disagreements is in our mutual interest. The parties further agree that Alternative Dispute Resolution (ADR) can contribute significantly to the shared goal of resolving disagreements swiftly and efficiently. Therefore, the parties agree to the non-binding use of ADR in an effort to seek final disposition of disagreements within the time periods set forth below. These time periods are guidelines only and may be altered to fit particular controversies.

<u>Amount in Controversy</u>	<u>Suggested Resolution Period After Receipt of Written Notice</u>
\$250,000 or less	Not to exceed 60 days
\$250,001-\$1M	Not to exceed 90 days
Over \$1M	Not to exceed 180 days

The parties agree that any of the following ADR methods may be used at any time during contract performance; mediation, early neutral evaluation, mini-trial, Executive Dispute Resolution Committee consisting of principals of the owner and the builder, Dispute Resolution Board made up of impartial third parties (each party shall select one member and the third shall be selected by the two designated members), and any other non-binding procedure. The parties further agree that the use of ADR is entirely voluntary and nothing in this provision shall affect the rights of either party under the clause entitled "disputes," FAR 52.233-1.

56. De-Baathification of Iraqi Society.

(a) The contractor shall not employ or subcontract with any persons determined under procedures promulgated by the Iraqi Governing Council to be full members of the Baath Party or affiliated with the organizations set forth at section 2(2) of CPA Memorandum No. 7, Delegation of Authority Under De-Ba'athification Order No. 1, dated November 4, 2003 and therefore prohibited from continued or future employment (hereafter referred to as "prohibited person"). Contractors shall coordinate with the Ministry of Justice to determine whether particular individuals are "prohibited persons".

(b) If during contract performance, a person employed by the contractor or subcontractor is determined to be a prohibited person under procedures promulgated by the Iraqi Governing Council, the contractor shall, as appropriate:

- (1) Terminate the employment of the prohibited person.
- (2) Terminate the subcontract with the prohibited person as soon as possible consistent with satisfying contract requirements.

(c) The contractor shall not display the image or likeness of Saddam Hussein or other readily identifiable members of the former regime or symbols of the Baath Party or the former regime in government buildings or public spaces.

(d) Flowdown. The contractor shall include a comparable clause in all subcontracts and require all subcontractors to flow down the clause.

(e) The Coalition Provisional Authority Order Number 1, dated 16 May 2003, subject: De-Ba'athification of Iraqi Society and the corresponding implementation plan and delegations of authority can be found at <http://cpa-iraq.org>